

Space and Naval Warfare Systems Command
Office of the Inspector General

Case Number: 201500402

Report of Investigation

22 May 2015

Subj: ALLEGED TRAVEL FRAUD

Preliminary Statement

1. Investigators and Location of Working Papers

a. Investigators and Identifying Information

(1) (b)(6) & (b)(7)(c) Investigator, Department of the Navy (DoN), Space and Naval Warfare Systems Command (SPAWAR), Office of the Inspector General (OIG), San Diego, CA 92110-3127, Tel: (619)524-(b)(6) & (b)(7)(c), email: (b)(6) & (b)(7)(c)@navy.mil.

(2) (b)(6) & (b)(7)(c), DoN, SPAWAR, OIG, San Diego, CA 92110-3127, Tel: (619)524-(b)(6) & (b)(7)(c), email: (b)(6) & (b)(7)(c)@navy.mil.

b. Location of Working Papers.

(1) Naval Inspector General Hotline Tracking System (NIGHTS) e-file 201500402. A hard copy of the case file and all working papers are located at Commander, SPAWAR OIG (Code 014), 4301 Pacific Highway, San Diego, CA 92110-3127.

2. Background and Summary

a. The confidential complaint was received on 9 February 2015 by the SPAWAR OIG. The complainant was informed that while absolute confidentiality could not be guaranteed, the SPAWAR OIG would protect his/her identity to the maximum extent possible due to the subject's position. Therefore, this report will refer to the complainant as confidential; although it is

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understood by all involved parties that DOD IG is the only entity within the DOD IG community that has the authority to truly grant confidentiality. Furthermore, due to the position of the subject, any information provided by witnesses was intentionally kept general in this report in order to minimize the ability of their identification.

b. The information was entered into NIGHTS on 9 February 2015 and SPAWAR OIG began a preliminary inquiry into the matter. On 2 March 2015, the Naval Inspector General (NAVINSGEN) authorized a full investigation into the hotline complaint.

c. Summary of complaint. The confidential complainant alleged that the (b)(6) & (b)(7)(c) of SPAWAR Systems Center (SSC) Atlantic committed travel fraud by adding personally owned vehicle mileage and airport parking to travel claims when transportation was actually provided by other means.

(1) The complaint alleged that the (b)(6) & (b)(7)(c) used Command Duty Officers (CDOs) and civilian members of (b)(6) & (b)(7)(c) staff utilizing a government owned vehicle (GOV) to provide transportation to and from the airport for official temporary duty (TDY) travel. The SPAWAR IG Investigators questioned whether these alleged actions were an appropriate use of GOVs and personnel. SPAWAR OIG conferred with the SPAWAR Office of Counsel about these two issues. It was determined that the use of personnel, both CDOs and civilians, was permissible since the transportation occurred during normal duty hours and those personnel are in place to support the (b)(6) & (b)(7)(c) for official business. The (b)(6) & (b)(7)(c) use of a GOV as transportation to and from the airport was also determined to be allowable.

c. Summary of Allegations.

(1) **Allegation #1**: That (b)(6) & (b)(7)(c) improperly claimed travel related expenses that were not incurred at Space and Naval Warfare Systems Center Atlantic in January 2015 in violation of Article 92(1) of the Uniform Code of Military Justice. **Substantiated.**

3. Allegation #1: That (b)(6) & (b)(7)(c) improperly claimed travel related expenses that were not incurred at Space and Naval Warfare Systems Center Atlantic in January 2015 in violation of Article 92(1) of the Uniform Code of Military Justice.

Applicable Standard

a. Article 92(1) of the Uniform Code of Military Justice (UCMJ), Failure to obey order or regulation, states, "any person subject to this chapter who violates or fails to obey any lawful general order or regulation...shall be punished as a court-martial may direct." The elements for section (1) Violation of or failure to obey a lawful general order or regulation are: (a) That there was in effect a certain lawful general order or regulation; (b) that the accused had a duty to obey it; and (c) that the accused violated or failed to obey the order or regulation."

b. Department of Defense Instruction 7000.14 authorizes the publication of the Financial Management Regulation (FMR), DOD 7000.14-R. FMR, Volume 9, Travel Policy, Revised June 2013, governs travel policies within the Department of Defense and is applicable to all DOD Components. Chapter 2, Defense Travel System (DTS), paragraph 020502, Voucher, states, in part, "vouchers are submitted in DTS to reimburse the traveler and the GTCC vendor for all legitimate, travel-related expenses incurred while on official travel."

Findings of Fact

c. The complainant alleged that (b)(6) & (b)(7)(c) claimed travel expenses that were not actually incurred for two separate trips in January 2015. The complaint stated that (b)(6) & (b)(7)(c) received rides from various personnel on four separate occasions (two round trips) in a government owned vehicle (GOV), yet claimed privately owned vehicle (POV) mileage for two trips and airport parking for one trip.

d. (b)(6) & (b)(7)(c) is a Restricted Line Officer (b)(6) & (b)(7)(c) in the US Navy. She is the (b)(6) & (b)(7)(c) of Space and Naval Warfare Systems Center (SSC) Atlantic. (b)(6) & (b)(7)(c) has been in that position since (b)(6) & (b)(7)(c).

e. Per DTS, (b)(6) & (b)(7)(c) took two trips in January 2015. On 13 January 2015, she departed Charleston, SC for San Diego for two days. She returned around 2300 on 15 January 2015. The next day, (b)(6) & (b)(7)(c) left Charleston for a trip to Antarctica, through Christ Church, New Zealand. She was gone for ten days and returned to her duty station on 25 January 2015.

f. According to travel vouchers signed by (b)(6) & (b)(7)(c) in DTS, she claimed POV mileage for \$14.96 and airport parking for \$24 for the January 2015 trip to San Diego. For the trip to Antarctica, (b)(6) & (b)(7)(c) claimed POV mileage for a total of \$14.96.

g. The Investigating Officers reviewed all vouchers submitted by (b)(6) & (b)(7)(c). However, without testimony indicating otherwise, expenses claimed by (b)(6) & (b)(7)(c) appear to be valid. Some of the vouchers include POV mileage and airport parking, while others do not.

h. The Investigating Officers also requested vehicle logs and specific dates that individuals provided transportation to (b)(6) & (b)(7)(c) outside of the two trips in January 2015. All witnesses that were interviewed stated that they drove (b)(6) & (b)(7)(c) to the airport a few times in the past, but could not remember specific dates. SSC Atlantic did not keep logs for the government vehicle used by (b)(6) & (b)(7)(c); this has now changed and logs are now being maintained in accordance with DOD 4500.36-R, "Management, Acquisition, and Use of Motor Vehicles".

i. The Investigating Officers interviewed four individuals who were identified by the complainant as having driven (b)(6) & (b)(7)(c) either to or from the airport for the two trips in January 2015. All witnesses were interviewed under oath and provided sworn testimony that they personally drove (b)(6) & (b)(7)(c) either to or from the airport using a GOV or POV in January 2015. (b)(6) & (b)(7)(c) POV was not used, nor was it left at the airport in Charleston for either trip.

j. Documentation reviewed by the Investigating Officers from working files and DTS indicate that (b)(6) & (b)(7)(c) prepared the two vouchers without including POV mileage or airport parking. Based on these documents, (b)(6) & (b)(7)(c) added these expenses prior to signing and submitting them for payment.

k. (b)(6) & (b)(7)(c) was interviewed telephonically by the Investigators on 1 May 2015. She was advised of her Article 31(b) rights, waived her right to Counsel, and was placed under oath. She provided the following pertinent information:

(1) Normally her (b)(6) & (b)(7)(c) prepares vouchers for her TDY travel. Lately, her (b)(6) & (b)(7)(c) has had some personal issues and the few times an expense was forgotten, (b)(6) & (b)(7)(c) did not want to point out to her that a mistake was made. She felt her (b)(6) & (b)(7)(c) was very good at her job and very knowledgeable, but had been having some tough days recently and made a few mistakes. When (b)(6) & (b)(7)(c) realized an expense was missing, she would add it in before signing the voucher.

(2) (b)(6) & (b)(7)(c) could not remember if she was driven to the airport for the January 2015 trip to San Diego. She voluntarily accessed her personal credit card account during the interview to determine if there was a charge from the Charleston airport. When she could not find one, she surmised that she must not have driven her POV.

(3) For the trip to Antarctica, (b)(6) & (b)(7)(c) specifically remembered that her (b)(6) & (b)(7)(c) drove her to the airport in the (b)(6) & (b)(7)(c) POV. She could not remember who picked her up when she returned to Charleston.

(4) (b)(6) & (b)(7)(c) testified that having the CDO drive her to the airport saves time because she does not have to take the time to find parking. She also tries to think about the cost to the government and by not parking at the airport, it precludes any need for airport parking charges.

(5) (b)(6) & (b)(7)(c) was unsure if she included POV mileage and airport parking or if that was entered by her Secretary. She acknowledged that ultimately, it is her responsibility to

ensure the data on the voucher is correct.

(6) She did not sign these travel claims until after she returned from Antarctica. Due to her heavy travel schedule, she usually has a few vouchers that need to be submitted when she is back in the office. It is difficult sometimes for her to remember every detail about each trip. She stated that she would begin keeping a log of details in the future so that this situation would not happen again.

(7) (b)(6) & (b)(7)(c) was very concerned about rectifying this issue once she realized a mistake was possibly made. She contacted the Comptroller at SSC Atlantic and initiated recoupment actions for the two trips in question for a total amount of \$53.92.

(8) (b)(6) & (b)(7)(c) also went back through her claims for the past year and compared them with her personal credit card statements to determine if there were any other instances of erroneous claims on her voucher. She sent an email to one of the Investigators on 18 May 2015 indicating that her credit card statements matched the expenses claimed on her vouchers.

Analysis

1. The complainant alleged that (b)(6) & (b)(7)(c) fraudulently claimed expenses for POV mileage and airport parking for two trips in January 2015. Per the DOD FMR, travelers can only submit claims for expenses that were actually incurred.

m. The testimony of four individuals confirmed that (b)(6) & (b)(7)(c) did not use her POV and was, therefore, not entitled to reimbursement for airport parking and/or POV mileage. Due to the lack of objective documentation available, the Investigating Officers could not ascertain if this was a limited event or occurred at other times in the past. However, (b)(6) & (b)(7)(c) did personally review her vouchers against her personal credit card statements and certified these were the only two instances where mistakes were made. This investigation did not uncover any

evidence to refute her certification¹.

n. Ultimately, (b)(6) & (b)(7)(c) is responsible for everything submitted and signed by her in DTS. It is possible that because some time had passed, she could have forgotten how she got to and from the airport for the two January 2015 TDY trips. Regardless of how it occurred, (b)(6) & (b)(7)(c) was improperly reimbursed \$53.92. (b)(6) & (b)(7)(c) immediately requested and initiated action to ensure that amount be recouped by the government.

o. DODINST 7000.14 is a lawful general regulation which (b)(6) & (b)(7)(c) is obligated to obey. The preponderance of the evidence clearly shows that (b)(6) & (b)(7)(c) requested and received reimbursement for expenses that she did not incur in January 2015.

Conclusion

p. The allegation that (b)(6) & (b)(7)(c) improperly claimed travel related expenses that were not incurred at Space and Naval Warfare Systems Center Atlantic in January 2015 in violation of Article 92(1) of the Uniform Code of Military Justice is **substantiated**.

Recommendation

q. Forward to Commander, SPAWAR to take appropriate administrative and/or disciplinary action to hold (b)(6) & (b)(7)(c) accountable for violating Article 92(1) of the Uniform Code of Military Justice.

(1) Disposition - pending.

¹ The Investigators reviewed (b)(6) & (b)(7)(c) GTCC charges against her vouchers and did not note any discrepancies.

Documents Reviewed

4. All copies of these documents are maintained in the investigation's case file.

a. Analysis completed by (b)(6) & (b)(7)(c) regarding personal credit card statements and vouchers of 18 May 2015

b. Article 92 of the Uniform Code of Military Justice (UCMJ)

c. Defense Travel System records ICO (b)(6) & (b)(7)(c), to include TDY authorizations, vouchers, and associated documentation

d. Financial Management Regulation (FMR), Volume 9, Travel Policy

e. Government Travel Credit Card Statements ICO (b)(6) & (b)(7)(c) covering the periods of January 2015, December 2014, October 2014, September 2014, and March 2014

f. SSC Atlantic Command Duty Officer Command Operating Guide

Interviews Conducted

5. All interviews were conducted telephonically.

a. (b)(6) & (b)(7)(c) (Subject) (b)(6) & (b)(7)(c)

b. (b)(6) & (b)(7)(c) (Witness) U.S. Navy, SSC Atlantic, (b)(6) & (b)(7)(c) (previous assignment - (b)(6) & (b)(7)(c))

c. (b)(6) & (b)(7)(c) (Witness) (b)(6) & (b)(7)(c), SSC Atlantic, (b)(6) & (b)(7)(c)

d. (b)(6) & (b)(7)(c) (SME) U.S. Navy, SSC Atlantic, (b)(6) & (b)(7)(c) (informal interview, only questions

regarding CDO records and procedures)

e. (b)(6) & (b)(7)(c) (Witness) U.S. Navy, SSC
Atlantic, (b)(6) & (b)(7)(c)

f. (b)(6) & (b)(7)(c) (Witness) (b)(6) & (b)(7)(c), SSC Atlantic,
(b)(6) & (b)(7)(c)

g. Ziemba, Marcia, CDR (O-5), (Witness) U.S. Navy, SSC
Atlantic, Executive Officer